

ORIGINAL

CONFIDENTIAL

AGREEMENT

BETWEEN

**BOROUGH OF FRANKLIN
SUSSEX COUNTY, NEW JERSEY**

AND

**OFFICE PERSONNEL
OF THE BOROUGH OF FRANKLIN**

JANUARY 1, 2007 through DECEMBER 31, 2008

PREAMBLE

This Agreement entered into this 13th day of February, 2007 by and between the **BOROUGH OF FRANKLIN**, in the County of Sussex, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "**Borough**", and the **OFFICE PERSONNEL OF THE BOROUGH OF FRANKLIN**, hereinafter referred to as the "**Association**", represents the complete and final understanding on all the bargainable issues between the Borough and the Association.

ARTICLE I **CONTRACT COVERAGE**

The Borough hereby recognizes the Association as the sole and exclusive negotiation unit for the non-managerial office personnel of the Borough, as listed below. This Agreement shall govern all minimum wages and working conditions for the non-managerial office personnel of the Borough.

The Association shall additionally include full-time office personnel of the Borough employed during the term of this Agreement or any successor agreements, upon their employment

NAME

DATE OF EMPLOYMENT

Barbara Glesias
Denice Murray
Leigh Franzino
Theresa Simons
Jessica Faber
Robin Hough
Marguerite Nemeth

January 1, 1980
September 16, 2002
January 27, 2005
May 1, 2006
May 22, 2006
September 10, 2007
March 3, 2008

ARTICLE II
WORK WEEK AND OVERTIME

- A. The normal work week shall consist of five (5) consecutive days, Monday through Friday. The normal work day shall consist of seven (7) hours as scheduled by the work rules of the employer.
- B. The employer shall compensate each employee for overtime worked, in cash or compensatory time off, at the rate of straight time for hours worked up to forty (40) hours per week, and at time and one half for hours worked in excess of forty (40) hours per week. at the employee's option, in accordance with applicable law, providing such overtime shall have been with the approval or authority or at the direction of the immediate supervisor of the employee, or the designee(s) of the Mayor and Council. No prior approval shall be necessary for compensatory time or regularly scheduled or special meetings of the Council or Boards, and tax/water/sewer collection periods, to which a staff member is assigned.
 - 1. Authorized overtime (outside the 8 am to 4 pm workday) may be performed outside the municipal building, only if prior authorization is obtained from the Borough Administrator.
 - 2. Upon receipt of notification from the employee of the employee's election to be paid overtime compensation in cash, the Mayor and Council will provide for the payment of such over-time compensation no later than ninety (90) days from the date of receipt of such notice, or the close of the following fiscal quarter, whichever shall occur later.

ARTICLE III
EMPLOYEE SICK LEAVE, BEREAVEMENT LEAVE,
PERSONAL DAYS AND SCHOOLING

A. Service Credit and Use of Sick Leave.

1. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. The annual sick leave allotment may be used up to a maximum of five (5) days for the care of a seriously ill family member residing in the home of the employee which shall recalculate to zero at the end of the calendar year.

B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any, full time employee on the basis of ten (10) days per year with a limited right to accumulation of the leave of one hundred (100) days. Employees shall be allowed to utilize their accumulated sick leave upon retirement in either of two options:

OPTION 1: Employees shall use their accumulated sick leave towards early, retirement credit and upon leaving the borough the employee is enrolled in a New Jersey retirement system. (P.E.R.S.)

OPTION 2: Employees shall be allowed to sell back their accumulated sick leave time to the Borough at \$50 per day, with a maximum buy back not to exceed \$4,375.

2. Any amount of sick leave allowance including family leave time not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose, as stated above,

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him/her to sick leave, the Borough Clerk or Borough Administrator shall be notified prior to the employee's starting time, except in emergencies such as accidents, serious illness of employee or immediate family members.
2. Failure to so notify the Borough Clerk or Borough Administrator may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

D. Verification of Sick Leave.

The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

E. Bereavement Leave.

2. In the case of death of a member of the employees immediate family time off up to a maximum of four (4) consecutive calendar days will be granted without loss of basic straight time wages. In any event, the day following burial shall be the final day of such leave. Immediate family shall consist of spouse, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or any other relative residing in the home of the employee.
3. In the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle, a maximum of one (1) day to attend the funeral services shall be granted without loss of basic straight-time wages.

F. Personal Days.

Each employee shall be entitled to three (3) personal days to be used at any time during the working year.

G. Schooling.

The Borough will reimburse 40 cents per mile for attendance at schooling and/or seminars', providing the course receives prior approval of the Borough Administrator.

ARTICLE IV
HOLIDAYS

- A. The following fourteen (14) days shall be holidays upon which the public offices of the employer shall be closed and on which the employees shall not be required to work.

**New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Labor Day,
Columbus Day**

**Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Independence Day
Christmas Day
Martin Luther King's Day
Presidential Election Day,**

- B. In addition, the employee shall be entitled to one (1) floating holiday each year.
- C. In addition, employees shall work a half day (until 12:00 PM) on Christmas Eve day, provided that December 24 falls on a Monday through Thursday.

ARTICLE V
VACATIONS

- A. Vacations for full-time employees shall be based upon the following schedule:

YEARS OF SERVICE

VACATION ENTITLEMENT

1 through 5 years	10 days
6 through 15 years	15 days
16 through 20 years	20 days
21 years and over	25 days

- B. All vacation days are encouraged to be taken during the calendar year in which they are earned however an employee will be allowed to carry five (5) vacation days into the following year but they must be used by May 31st or they will be automatically forfeited.

- C. An employee who has sufficient vacation time may be allowed to take no more than a total of ten (10) vacation days on a flexible, day by day schedule, provided that prior authorization is received from their departmental supervisor and the Borough Administrator.
- D. Vacation days during the first year of employment shall be earned at the rate of one (1) day for every three (3) month period.
- D. Vacation/s to be taken between the period of June 1st and September 30th of the calendar year shall be posted to the Borough Administrator's office no later than May 15th of said calendar year.

ARTICLE VI
INSURANCE BENEFITS

- A. The Borough shall provide for each full time employee and his/her dependents the following health insurance.
 - 1. State Health Benefits – Horizon Blue Cross/Blue Shield program – medical insurance.
 - 2. Dental Insurance - State Health Horizon Dental
 - 3. Group Life Insurance.
 - 4. Salary continuation insurance (temporary disability)
 - 5. Prescription Plan with Co Pay, providing all other bargaining units agree to same.
- B. The Borough reserves the right to change insurance carriers, so long as substantially similar benefits are provided.
- C. The Borough agrees to reimburse the employee \$250 once every twelve (12) months, toward out of pocket expense for eye care, upon proof of payment from employee.

ARTICLE VII
DISCHARGE AND DISCIPLINE

- A. No permanent employee shall be discharged or suspended or otherwise disciplined without just cause. Employment of any individual employee in his/her position for a period of three (3) consecutive years shall thereafter entitle the employee to renewed employment during good behavior and efficiency.
- B. Employees shall have the right to claim that suspension or discharge was unjustly imposed, by submitting such claim to the Mayor and Council in writing within three (3) working days after the disciplinary action. This shall be the sole method of appeal of disciplinary action. Failure to so appeal shall be admission as to the propriety of the action taken.

ARTICLE VIII
SALARIES

<u>NAME</u>	<u>2007</u>	<u>2008</u>
Barbara Glesias Police Secretary. (No further Longevity as of 2004)	4% increase	4% increase
Theresa Simons Water/Sewer Collector Interlocal Finance Department Payroll Support	4% increase \$1,040.00	4% increase \$1,082.00
Note: In the event that the Interlocal finance agreement is terminated for any reason Mrs. Simon or her successor's salary shall not include the portion of the salary labeled Interlocal Finance Department Payroll Support.		
Denice Murray Technical Assistant	4% increase	4% increase
Leigh Franzino Finance Clerk	4% increase	4% increase
Jessica Faber Comm. Development Assistant (Includes mandatory meeting attendance)	4% increase	4% increase

All salary increases are calculated on base salaries of employees as of December 31 of the calendar year prior to the effective date of this contract.

ARTICLE IX
LONGEVITY

- A. Any employee hired after January 1, 1996, shall not be entitled to any longevity benefits.
- B. Longevity shall be paid to full time employees at the following percentages.
 - 1. January 1st, after fifth year of service:
2.0% of base pay (including any merit increment).
 - 2. January 1st, after tenth year of service:
3.5% of base pay (including any merit increment).
 - 3. January 1st, after fifteenth year of service:
5.0% of base pay (including any merit increment).
 - 4. January 1st, after twentieth year of service:
6.5% of base pay (including any merit increment).
 - 5. January 1st, after twenty-fifth year of service:
8.0% of base pay (including any merit increment).
- C. Longevity shall be computed on base pay and shall date from the employee's original date of hire so that the anniversary date of the employee shall be operative in determining what, if any, longevity payment is to be made on the succeeding January 1st.
- D. Payment of longevity shall be made in two payments. First payroll of June and first payroll of December.

ARTICLE X
PENSION AND DEATH BENEFITS

The existing public employee's retirement plan provided by the statutes of the State of New Jersey will remain in effect. The existing life insurance benefits will be continued and reviewed by the Borough and the Association toward the end of providing increased benefits, if financially feasible, in the future.

ARTICLE XI
TERM OF CONTRACT

The terms of this agreement shall be for the period commencing **January 1, 2007**, and ending **December 31, 2008**. However, they shall remain in full effect until a new agreement is reached, upon expiration of this agreement. This contract shall be retroactive to **January 1, 2007**, and any and all benefits shall be reimbursed no later than twenty (20) days following the signing of said contract unless otherwise agreed.

Attest:

BOROUGH OF FRANKLIN

Patricia Leasure 3/1/07
Patricia Leasure, Clerk

By: Douglas Kistle 3/21/07
Douglas Kistle, Mayor

Barbara Glesias
Barbara Glesias

Denice Murray
Denice Murray

Leigh Franzino
Leigh Franzino

Theresa Simons
Theresa Simons

Jessica Faber
Jessica Faber